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BURRITO LABS, INC.
6

7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
9

10 BURRITO LABS, INC.,
11 Plaintiff,
12 vs.
13 SICKDAY, LLC,
14 Defendant.

Case No. 2:15-cv-08382-SJO-ASx

Judge: Hon. S. James Otero

**STIPULATED PROTECTIVE
ORDER ~~AND [PROPOSED]ORDER~~**

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16 1. PURPOSES AND LIMITATIONS

17 Discovery in this action is likely to involve production of confidential,
18 proprietary, or private information for which special protection from public
19 disclosure and from use for any purpose other than prosecuting this litigation may
20 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
21 enter the following Stipulated Protective Order. The parties acknowledge that this
22 Order does not confer blanket protections on all disclosures or responses to
23 discovery and that the protection it affords from public disclosure and use extends
24 only to the limited information or items that are entitled to confidential treatment
25 under the applicable legal principles. The parties further acknowledge, as set forth in
26 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
27 file confidential information under seal; Civil Local Rule 79-5 sets forth the
28 procedures that must be followed and the standards that will be applied when a party

1 seeks permission from the court to file material under seal.

2 A. GOOD CAUSE STATEMENT

3 This action is likely to involve trade secrets, customer and pricing lists and
 4 other valuable research, development, commercial, financial, technical and/or
 5 proprietary information for which special protection from public disclosure and
 6 from use for any purpose other than prosecution of this action is warranted. Such
 7 confidential and proprietary materials and information consist of, among other
 8 things, confidential business or financial information, information regarding
 9 confidential business practices, or other confidential research, development, or
 10 commercial information (including information implicating privacy rights of third
 11 parties), information otherwise generally unavailable to the public, or which may be
 12 privileged or otherwise protected from disclosure under state or federal statutes,
 13 court rules, case decisions, or common law. Accordingly, to expedite the flow of
 14 information, to facilitate the prompt resolution of disputes over confidentiality of
 15 discovery materials, to adequately protect information the parties are entitled to keep
 16 confidential, to ensure that the parties are permitted reasonable necessary uses of
 17 such material in preparation for and in the conduct of trial, to address their handling
 18 at the end of the litigation, and serve the ends of justice, a protective order for such
 19 information is justified in this matter. It is the intent of the parties and the Court
 20 that information will not be designated as confidential for tactical reasons and
 21 that nothing shall be so designated without a good faith belief that it has been
 22 maintained in a confidential, non-public manner, and there is good cause why it
 23 should not be part of the public record of this case.

24 Examples of confidential information that the parties may seek to protect
 25 from unrestricted or unprotected disclosure include:

- 26 (a) Information that is the subject of a non-disclosure or
- 27 confidentiality agreement or obligation;
- 28 (b) The names, or other information tending to reveal the identity

- 1 of a party's supplier, designer, distributor, or customer;
- 2 (c) Agreements with third-parties, including license agreements,
- 3 distributor agreements, manufacturing agreements, design
- 4 agreements, development agreements, supply agreements, sales
- 5 agreements, or service agreements;
- 6 (d) Research and development information;
- 7 (e) Proprietary engineering or technical information, including
- 8 product design, manufacturing techniques, processing
- 9 information, drawings, memoranda and reports;
- 10 (f) Information related to budgets, sales, profits, costs, margins,
- 11 licensing of technology or designs, product pricing, or other
- 12 internal financial/accounting information, including non-public
- 13 information related to financial condition or performance and
- 14 income or other non-public tax information;
- 15 (g) Information related to internal operations including personnel
- 16 information;
- 17 (h) Information related to past, current and future product
- 18 development;
- 19 (i) Information related to past, current and future market analyses
- 20 and business and marketing development, including plans,
- 21 strategies, forecasts and competition; and
- 22 (j) Trade secrets (as defined by the jurisdiction in which the
- 23 information is located).

24 Unrestricted or unprotected disclosure of such confidential technical,
 25 commercial or personal information would result in prejudice or harm to the
 26 producing party by revealing the producing party's competitive confidential
 27 information, which has been developed at the expense of the producing party and
 28 which represents valuable tangible and intangible assets of that party.

1 Additionally, privacy interests must be safeguarded. Accordingly, the parties
 2 respectfully submit that there is good cause for the entry of this Protective Order.
 3 The parties agree, subject to the Court's approval, that the following terms and
 4 conditions shall apply to this civil action.

5 2. DEFINITIONS

6 2.1 Action: this pending federal law suit entitled *Burrito Labs, Inc. v.*
 7 *Sickday, LLC*, Case No. 2:15-cv-08382-SJO-ASx.

8 2.2 Challenging Party: a Party or Non-Party that challenges the
 9 designation of information or items under this Order.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 11 their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or
 13 items that it produces in disclosures or in responses to discovery
 14 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 15 ONLY."

16 2.7 Disclosure or Discovery Material: all items or information, regardless
 17 of the medium or manner in which it is generated, stored, or maintained
 18 (including, among other things, testimony, transcripts, and tangible things), that
 19 are produced or generated in disclosures or responses to discovery in this matter.

20 2.8 Expert: a person with specialized knowledge or experience in a matter
 21 pertinent to the litigation who has been retained by a Party or its counsel to serve
 22 as an expert witness or as a consultant in this Action.

23 2.9 House Counsel: attorneys who are employees of a party to this Action.
 24 House Counsel does not include Outside Counsel of Record or any other
 25 outside counsel.

26 2.10 Non-Party: any natural person, partnership, corporation, association, or
 27 other legal entity not named as a Party to this action.
 28

1 2.11 Outside Counsel of Record: attorneys who are not employees of a
2 party to this Action but are retained to represent or advise a party to this Action
3 and have appeared in this Action on behalf of that party or are affiliated with a law
4 firm which has appeared on behalf of that party, and includes support staff.

5 2.12 Party: any party to this Action, including all of its officers,
6 directors, employees, consultants, retained experts, and Outside Counsel of Record
7 (and their support staffs).

8 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.14 Professional Vendors: persons or entities that provide
11 litigation support services (e.g., photocopying, videotaping, translating, preparing
12 exhibits or demonstrations, and organizing, storing, or retrieving data in any form
13 or medium) and their employees and subcontractors.

14 2.15 Protected Material: any Disclosure or Discovery Material that
15 is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.”

17 2.16 Receiving Party: a Party that receives Disclosure or Discovery
18 Material from a Producing Party.

19 3. SCOPE

20 The protections conferred by this Stipulation and Order cover not
21 only Protected Material (as defined above), but also (1) any information
22 copied or extracted from Protected Material; (2) all copies, excerpts,
23 summaries, or compilations of Protected Material; and (3) any testimony,
24 conversations, or presentations by Parties or their Counsel that might reveal
25 Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.
28

1 4. CONFIDENTIALITY SURVIVES TERMINATION OF ACTION

2 4.1 Even after final disposition of this Action, the confidentiality
 3 obligations imposed by this Order shall remain in effect until a Designating
 4 Party agrees otherwise in writing or a court order otherwise directs. Final
 5 disposition shall be deemed to be the later of (1) dismissal of all claims and
 6 defenses in this Action, with or without prejudice; or (2) final judgment herein
 7 after the completion and exhaustion of all appeals, rehearings, remands, trials,
 8 or reviews of this Action, including the time limits for filing any motions or
 9 applications for extension of time pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 “CONFIDENTIAL” Disclosure or Discovery Material includes
 12 information (regardless of how it is generated, stored or maintained) or
 13 tangible things that qualify for protection under Federal Rule of Civil
 14 Procedure 26(c), and as specified above in the Good Cause Statement.

15 5.2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 16 Disclosure or Discovery Material includes information or documents of a
 17 proprietary business or technical nature that might be of value to a competitor or
 18 potential customer of the party or non-party holding the proprietary rights thereto,
 19 and that must be protected from disclosure. This includes, but is not limited to,
 20 information which could, if disclosed to the Receiving Party directly, cause
 21 competitive harm to the Designating Party. Information and material that may be
 22 subject to this protection includes, but is not limited to, technical and/or research
 23 and development data, intellectual property, financial, marketing and other sales
 24 data, and/or information having strategic commercial value pertaining to the
 25 Designating Party’s trade or business.

26 5.3 Exercise of Restraint and Care in Designating Material for Protection.
 27 Each Party or Non-Party that designates information or items for protection under
 28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for
2 protection only those parts of material, documents, items, or oral or written
3 communications that qualify so that other portions of the material, documents,
4 items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this Order. Designating Party's counsel shall
6 make a good faith determination that the information warrants such protection.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an
9 improper purpose (e.g., to unnecessarily encumber the case development process or
10 to impose unnecessary expenses and burdens on other parties) may expose the
11 Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.4 Manner and Timing of Designations. Except as otherwise provided
16 in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery
17 Material that qualifies for protection under this Order must be clearly so
18 designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20
21 (a) for information in documentary form (e.g., paper or electronic
22
23 documents, but excluding transcripts of depositions or other pretrial or
24 trial proceedings), that the Producing Party affix at a minimum, the
25 legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or
26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter
27 "HIGHLY CONFIDENTIAL legend"), to each page that contains protected
28

1 material. If only a portion or portions of the material on a page qualifies for
 2 protection, the Producing Party also must clearly identify the protected portion(s)
 3 (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for
 5 inspection need not designate them for protection until after the inspecting Party
 6 has indicated which documents it would like copied and produced. During the
 7 inspection and before the designation, all of the material made available for
 8 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’
 9 EYES ONLY.” After the inspecting Party has identified the documents it
 10 wants copied and produced, the Producing Party must determine which documents,
 11 or portions thereof, qualify for protection under this Order. Then, before producing
 12 the specified documents, the Producing Party must affix the
 13 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page
 14 that contains Protected Material. If only a portion or portions of the material on a
 15 page qualifies for protection, the Producing Party also must clearly identify the
 16 protected portion(s) (e.g., by making appropriate markings in the margins).

17 (b) for testimony given in depositions that the Designating Party identify
 18 the Disclosure or Discovery Material on the record or within 15 days after
 19 receiving the transcript of the deposition testimony. Pages of transcribed
 20 deposition testimony or exhibits to depositions that reveal Protected Material
 21 may be separately bound by the court reporter and may not be disclosed to anyone
 22 except as permitted under this Stipulated Protective Order.

23 (c) for information produced in some form other than documentary and
 24 for any other tangible items, that the Producing Party affix in a prominent place
 25 on the exterior of the container or containers in which the information is stored
 26 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a
 27 portion or portions of the information warrants protection, the Producing Party,
 28 to the extent practicable, shall identify the protected portion(s).

1 5.5 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 2
 3 failure to designate qualified information or items does not, standing alone,
 4 waive the Designating Party's right to secure protection under this Order for such
 5 material. Upon timely correction of a designation, the Receiving Party must make
 6 reasonable efforts to assure that the material is treated in accordance with the
 7 provisions of this Order.

8
 9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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 11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 12 designation of confidentiality at any time that is consistent with the Court's
 13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 15 resolution process under Local Rule 37.1 *et seq.*

16 6.3 The burden of persuasion in any such challenge proceeding shall be on
 17 the Designating Party. Frivolous challenges, and those made for an
 18 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
 19 on other parties) may expose the Challenging Party to sanctions. Unless the
 20 Designating Party has waived or withdrawn the confidentiality designation, all
 21 parties shall continue to afford the material in question the level of protection
 22 to which it is entitled under the Producing Party's designation until the
 23 Court rules on the challenge.

24
 25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26
 27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 28 disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such
 2 Protected Material may be disclosed only to the categories of persons and under the
 3 conditions described in this Order. When the Action has been terminated, a
 4 Receiving Party must comply with the provisions of section 13 below.

5 Protected Material must be stored and maintained by a Receiving Party at a
 6 location and in a secure manner that ensures that access is limited to the persons
 7 authorized under this Order.

8 7.2 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’

9 EYES ONLY” Disclosure or Discovery Materials. Materials designated

10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed
 11 only to the following individuals:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 13 well as employees of said Outside Counsel of Record to whom it is reasonably
 14 necessary to disclose the information for this Action;

15 (b) Experts (as defined in this Order) of the Receiving Party to whom
 16 disclosure is reasonably necessary for this Action and who have signed
 17 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) the court and its personnel;

19 (d) court reporters and their staff;

20 (e) professional jury or trial consultants, mock jurors, and Professional
 21 Vendors to whom disclosure is reasonably necessary for this Action and who have
 22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (f) the author or recipient of a document containing the information or a
 24 custodian or other person who otherwise possessed or knew the information; and

25 (h) any mediator or settlement officer, and their supporting personnel,
 26 mutually agreed upon by any of the parties engaged in settlement discussions.
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1 7.3 Disclosure of “CONFIDENTIAL” Disclosure or
 2 Discovery Materials. Materials designated “CONFIDENTIAL” materials
 3 may be disclosed only to the following individuals:

4 (a) Those individuals to whom Materials designated “HIGHLY
 5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed under the
 6 terms of this Order; and

7 (b) the officers, directors, and employees (including House Counsel) of
 8 the Receiving Party to whom disclosure is reasonably necessary for this Action.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
 10 PRODUCED IN OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation
 12 that compels disclosure of any information or items designated by another
 13 Party in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 14 ATTORNEYS’ EYES ONLY” the subpoenaed Party must:

15 (a) promptly notify in writing the Designating Party. Such notification
 16 shall include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order to
 18 issue in the other litigation that some or all of the material covered by the
 19 subpoena or order is subject to this Protective Order. Such notification shall include
 20 a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be
 22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served
 24 with the subpoena or court order shall not produce any information designated
 25 in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 26 ATTORNEYS’ EYES ONLY” before a determination by the court from which
 27 the subpoena or order issued, unless the Party has obtained the Designating
 28

1 Party's permission. The Designating Party shall bear the burden and expense of
 2 seeking protection in that court of its confidential material and nothing in these
 3 provisions should be construed as authorizing or encouraging a Receiving Party in
 4 this Action to disobey a lawful directive from another court.

5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
 6 PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a
 8 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
 9 CONFIDENTIAL – ATTORNEYS' EYES ONLY" Such information produced
 10 by Non-Parties in connection with this litigation is protected by the remedies
 11 and relief provided by this Order. Nothing in these provisions should be construed
 12 as prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to
 14 produce a Non-Party's confidential information in its possession, and the Party is
 15 subject to an agreement with the Non-Party not to produce the Non-Party's
 16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party
 18 that some or all of the information requested is subject to a confidentiality
 19 agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the
 21 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
 22 reasonably specific description of the information requested; and

23 (3) make the information requested available for inspection by the
 24 Non-Party, if requested.

25
 26 (c) If the Non-Party fails to seek a protective order from this court within
 27
 28

1 14 days of receiving the notice and accompanying information, the Receiving
 2 Party may produce the Non-Party's confidential information responsive to the
 3 discovery request. If the Non-Party timely seeks a protective order, the Receiving
 4 Party shall not produce any information in its possession or control that is
 5 subject to the confidentiality agreement with the Non-Party before a
 6 determination by the court. Absent a court order to the contrary, the Non-
 7 Party shall bear the burden and expense of seeking protection in this court of its
 8 Protected Material.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has
 12 disclosed Protected Material to any person or in any circumstance not authorized
 13 under this Stipulated Protective Order, the Receiving Party must immediately
 14 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
 15 its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
 16 inform the person or persons to whom unauthorized disclosures were made of all
 17 the terms of this Order, and (d) request such person or persons to execute the
 18 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
 19 A.

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that
 23 Protected Material is subject to a claim of privilege or other protection, and that
 24 such material was inadvertently produced without the appropriate Confidentiality
 25 designation, the obligations of the Receiving Parties are those set forth in Federal
 26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 27 whatever procedure may be established in an e-discovery order that provides for
 28 production without prior privilege review. Pursuant to Federal Rule of Evidence

1 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 2 of a communication or information covered by the attorney-client privilege or work
 3 product protection, the parties may incorporate their agreement in the stipulated
 4 protective order submitted to the court.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of
 9 this Protective Order no Party waives any right it otherwise would have to
 10 object to disclosing or producing any information or item on any ground not
 11 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
 12 to object on any ground to use in evidence of any of the material covered by this
 13 Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal
 15 any Protected Material must comply with Civil Local Rule 79-5. Protected Material
 16 may only be filed under seal pursuant to a court order authorizing the sealing
 17 of the specific Protected Material at issue. If a Party's request to file Protected
 18 Material under seal is denied by the court, then the Receiving Party may file the
 19 information in the public record unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, and
 22 within 60 days of a written request by any Designating Party, each Receiving Party
 23 must return all Protected Material to the Producing Party or destroy such
 24 material. As used in this subdivision, "all Protected Material" includes all copies,
 25 abstracts, compilations, summaries, and any other format reproducing or
 26 capturing any of the Protected Material. Whether the Protected Material is
 27 returned or destroyed, the Receiving Party must submit a written certification to
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1 the Producing Party (and, if not the same person or entity, to the Designating Party)
 2 by the 60 day deadline that (1) identifies (by category, where appropriate) all the
 3 Protected Material that was returned or destroyed and (2) affirms that the
 4 Receiving Party has not retained any copies, abstracts, compilations, summaries
 5 or any other format reproducing or capturing any of the Protected Material.
 6 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
 7 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
 8 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
 9 work product, and consultant and expert work product, even if such materials
 10 contain Protected Material. Any such archival copies that contain or constitute
 11 Protected Material remain subject to this Protective Order as set forth in Section
 12 4.

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
5

6 DATED: August 5, 2016

FREEMAN, FREEMAN & SMILEY, LLP

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8
9 By: /s/ Todd M. lander

10 TODD M. LANDER

11 Attorneys for Plaintiff BURRITO LABS,
INC.

12 DATED: August 5, 2016

BUCHALTER NEMER, APC

13
14
15 By: /s/ Matthew Seror

16 MATTHEW SEROR

17 Attorneys for Defendant SICKDAY, LLC
18

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
20

21 DATED: August 9, 2016

22
23 / s /

24 Hon. Alka Sagar

25 United States Magistrate Judge
26
27
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EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 [date] in the case of *Burrito Labs, Inc. v. Sickday, LLC*, Case No. 2:15-cv-08382-SJO-
 ASx. I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed:

Printed name:

Signature: